

**BOARD OF GOVERNORS
FIRE AND AMBULANCE DISTRICT 1
AGENDA ITEM SUMMARY**

Division: Emergency Services

Department: Fire Rescue

Revised 8/06

MEMORANDUM ATTACHMENT TO AGENDA ITEM SUMMARY

Meeting Date: September 20, 2006

Division: Emergency Services

Bulk Item: Yes ☐ No ☒

Department: Fire Rescue

Staff Contact Person: Camille Dubroff

AGENDA ITEM WORDING: Approval of first Renewal Agreement effective from October 1, 2006 through September 30, 2007, between Board of Governors of Fire and Ambulance District 1 of Monroe County Florida and Fire Tech Repair Service, Inc. for maintenance of Fire Rescue vehicles, including semi-annual inspections, preventative maintenance and unscheduled maintenance resulting from malfunction or failure.

ITEM BACKGROUND: Monroe County Fire Rescue must maintain all Fire Rescue vehicles to include preventative maintenance, unscheduled maintenance and annual pump testing. Through the years, these services have been contracted as the total amount spent on these repairs generally exceeds \$25,000.00 annually. The original contract provides for one (1) year of service with the option to renew for three (3) additional years, subject to approval by the Fire Chief, the Office of Management and Budget and the Monroe County Board of Governors Fire and Ambulance District 1.

PREVIOUS RELEVANT BOG ACTION: On December 18, 1996 the Board approved a contract with Fire Tech Repair Service, Inc. for maintenance of fire apparatus, including preventative maintenance, unscheduled maintenance and annual pump testing. The original contract provided for annual renewal for up to three (3) one year periods, with approval of the District's governing board. On December 10, 1997 the Board approved the first one-year renewal period with Fire Tech Repair Service, Inc. through December 31, 1998.

On November 12, 1998 the Board approved the second one-year renewal period with Fire Tech Repair Service, Inc. through December 31, 1999.

On January 19, 2000, the Board approved the final renewal of the previous Fire Tech Repair Service, Inc. contract's final three year option beginning December 18, 1999 and ending on December 31, 2000.

On December 21, 2000, sealed bids were opened for maintenance of Fire/Rescue vehicles, semi-annual inspections, preventative maintenance, and unscheduled maintenance resulting from malfunction or failure by the Purchasing Department. Fire Tech Repair Service, Inc. was the only bidder. We are now requesting that the Board accept the Fire Tech Repair Service, Inc. bid for a one-year period, commencing on March 1, 2001 and ending February 28, 2002. The contract provides for an annual renewal for up to three (3) one-year periods, with the approval of the District's governing Board.

On February 21, 2001, the Board approved an agreement with Fire Tech Repair Service, Inc. for maintenance of fire apparatus, including preventative maintenance, unscheduled maintenance and annual pump testing.

On May 15, 2002, the Board approved the first Renewal Agreement with Fire Tech Repair Service, Inc. commencing on February 21, 2002 and ending on February 28, 2003.

On May 15, 2002, the Board approved a Rescind Renewal Agreement effective from March 1, 2002 through February 28, 2003, and approved an Amended Renewal Agreement effective from February 21, 2002 through February 28, 2003. This amendment was to Attachment 1, Vehicle List District 6, and has been amended deleting two 1978 American LaFrance Pumpers, and adding two 2001 Pierce

Pumpers. The adjusted total cost remains the same as previous year. The Amended Renewal Agreement is effective from February 21, 2002 through February 28, 2003.

On March 19, 2003, the Board approved the second Renewal Agreement with Fire Tech Repair Service, Inc. commencing on March 1, 2003 and ending on February 28, 2004.

On February 18, 2004, the Board approved the third and final Renewal Agreement with Fire Tech Repair Service, Inc. commencing on February 29, 2004 and ending on February 28, 2005.

On March 16, 2005, the Board approved to advertise for sealed bids for the maintenance of Monroe County Fire Rescue's fire apparatus, including preventative maintenance, unscheduled maintenance and annual pump testing.

On June 15, 2005 the Board approved to extend the Fire Tech Repair Service, Inc. agreement, which expired on February 28, 2005, on a month-to-month basis pending execution of a new agreement.

On September 21, 2005 the Board approved the rejection of all bids received on June 30, 2005 and the approval to re-advertise for sealed bids with a thirty (30) day turn around time from advertisement. Both bids received came in at double the price of what was paid the previous year.

On December 21, 2005 the Board awarded bid and entered in to an Agreement between the Board of Governors Fire and Ambulance District 1 of Monroe County and Fire Tech Repair Service, Inc.

The original agreement provides for annual renewals up to three (3) one-year periods, with approval of the District's governing Board.

CONTRACT/AGREEMENT CHANGES: Contract will be renewed and the new expiration date will be September 30, 2007.

STAFF RECOMMENDATIONS: All conditions of the contract have been met and services provided have been satisfactory. Chief Martin recommends renewing as the contract allows.

MONROE COUNTY BOARD OF GOVERNORS

CONTRACT SUMMARY

Contract with:	<u>Fire Tech Repair Service</u>	Contract #	<u> </u>
	<u>Inc.</u>	Effective Date:	<u>10/01/2006</u>
		Expiration Date:	<u>09/30/2007</u>

Contract Purpose/Description:

Renewal of agreement dated 1/1/2006 for maintenance of Fire Rescue Vehicles maintenance of Fire/Rescue vehicles, semi-annual inspections, preventative maintenance and unscheduled maintenance resulting from malfunction or failure.

Contract Manager:	<u>Camille Dubroff</u>	<u>6010</u>	<u>Emergency Services / Stop 14</u>
	(Name)	(Ext.)	(Department/Stop #)

for BOCC meeting on 09/20/2006 Agenda Deadline: 09/06/2005

CONTRACT COSTS

Total Dollar Value of Contract: \$	\$18,230.00*Plus repairs at \$73/hr and parts at 25% over cost.	Current Year Portion: \$
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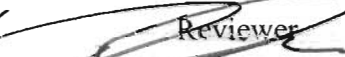
Budgeted? Yes ☒ No ☐ Account Codes: 11500-530462- _____
 Grant: \$ _____ - - - -
 County Match: \$ _____ - - - -
 _____ - - - -

ADDITIONAL COSTS

Estimated Ongoing Costs: \$_____/yr
(Not included in dollar value above)

For: _____
(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	8/24/06	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		8/24/06
Risk Management	8-9-06	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	M. Sleeth	8-9-06
O.M.B./Purchasing	8/14/06	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	I. Poo	8/14/06
County Attorney	8/8/06 email	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Susan M. Fusibley	8/8/06

Comments: _____

RENEWAL AGREEMENT

This AGREEMENT dated the _____ day of _____, 2006, by and between the Board of Governors of Fire and Ambulance District 1 of Monroe County, Florida, hereinafter called the "District" and Fire Tech Repair Service, Inc., whose mailing address is PO Box 1570, Key Largo, FL 33037, hereinafter called the "Contractor".

WITNESSETH

WHEREAS, the parties hereto did enter into an agreement dated January 1, 2006 for maintenance of Fire/Rescue vehicles, semi-annual inspections, preventative maintenance and unscheduled maintenance resulting from malfunction or failure; and

WHEREAS, said agreement provided an option to the District to renew the contract for three additional one year terms; and

WHEREAS, the DISTRICT has elected to exercise said first one (1) year renewal option for the continuation of maintenance of Fire/Rescue vehicles, semi-annual inspections, preventative maintenance and unscheduled maintenance resulting from malfunction or failure; now therefore

IN CONSIDERATION of the mutual covenants and obligations contained herein, the parties agree as follows:

1. The District elects to renew the contract for an additional year pursuant to paragraph 1 of the agreement entered January 1, 2006.
2. The effective date of this amendment is October 1, 2006 and shall extend through September 30, 2007, under the same terms and conditions of the contract dated January 1, 2006.
3. All other terms and conditions of the contract dated January 1, 2006 shall remain in full force and effect.

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF GOVERNORS,
FIRE AND AMBULANCE DISTRICT 1

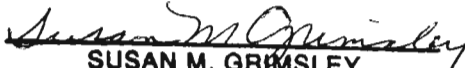
By: _____
Deputy Clerk

By: _____
Mayor/Chairman

Fire Tech Repair Service, Inc.

WITNESS: _____

Authorized Representative

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY
Date August 8, 2006

**CONTRACT BETWEEN
THE BOARD OF GOVERNORS
FIRE AND AMBULANCE DISTRICT 1
OF MONROE COUNTY, FLORIDA
AND
FIRE TECH REPAIR SERVICE INC.
FOR MAINTENANCE OF FIRE/RESCUE VEHICLES**

THIS CONTRACT, hereinafter "CONTRACT OR AGREEMENT" made and entered into this 1st day of Jan., 2006 by and between Board of Governors Fire and Ambulance District 1 of Monroe County, Florida, hereinafter referred to as "DISTRICT", and Fire Tech Repair Service Inc. , hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the DISTRICT advertised a notice of calling for bid for MAINTENANCE OF FIRE/RESCUE VEHICLES on the 14th day of October and the 21st day of October 2005 in The Reporter, on the 16th day of October and the 23rd day of October 2005 in the Key West Citizen and on the 15th day of October and the 22nd of November 2000 in The Keynoter;

WHEREAS, the successful bidder was Fire Tech Repair Service Inc., and;

WHEREAS, this CONTRACTOR represents that it is capable and prepared to provide such services, and;

WHEREAS, the DISTRICT intends to enter into an agreement for maintenance of Fire/Rescue vehicles, semi-annual inspections, preventative maintenance, and unscheduled maintenance resulting from malfunction or failure with the CONTRACTOR and;

WHEREAS, this contract is an agreement between both parties,

NOW, THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. **CONTRACT PERIOD AND RENEWAL** - The effective date of this Agreement shall be January 1, 2006 through September 30, 2006. This contract may be renewed annually for one (1) year terms, not to exceed three (3) renewals, subject to approval of the Fire Chief of Monroe County Fire Rescue, the Office of Management and Budget and the Monroe County Board of Governors Fire and Ambulance District 1.

2. **CONTRACT TERMINATION** - This contract may be terminated for any reason by either party on 30-day written notice without cause. If the CONTRACTOR fails to fulfill the terms of this agreement, or attachments, properly or on time, or otherwise violates the provisions of the agreement or of applicable laws or regulations governing the use of funds, the County may terminate the contract by written notice. The notice shall specify cause. All finished or unfinished supplies or services shall, at the option of the County, become property of the County. The County shall pay the CONTRACTOR fair and equitable compensation for expenses incurred prior to termination of the agreement, less any amount or damages caused by the CONTRACTOR's breach. If the damages are more than compensation payable, the CONTRACTOR will remain liable after termination and the County shall pursue collection for damages.
3. **SUBJECT MATTER OF CONTRACT** - This contract is for scheduled semi annual inspections and preventative maintenance of fire rescue vehicles, annual pump tests and for unscheduled maintenance and repair resulting from equipment failure or malfunction.
4. **RATES** -The hourly rate shall be \$73.00 per man-hour with no travel time or mileage charge. Semi Annual inspections and annual pump tests are at quoted flat rates and excluded from hourly rate.
5. **OVERTIME AND HOLIDAYS** - Rates per man-hour for emergency repairs called outside normal business hours and federal holidays shall be one and one half times the normal rate.
6. **SEMI-ANNUAL INSPECTIONS** - During the year CONTRACTOR shall perform two inspections on vehicles described in "Attachment A" (Level I and Level II Preventative Maintenance Service) at an annual total cost of:

Rescue-type vehicles, without pump	\$ 360.00
Pumpers	\$ 490.00
Aerials	\$ 640.00

Exception shall be if a vehicle has been used 1,000 hours prior to yearly preventative maintenance service, Level I and II Preventative Maintenance Service shall be performed and charged the above rate.

Level I: 250 Hours or 6 months (whichever comes first)

Full vehicle inspection as per attached semi-annual inspection schedule plus:

- Engine oil and filter change
- Fuel filter change (every 6 months)
- Air filter inspection and replacement if necessary
- Chassis lubrication

- Outboard (forward) impeller shaft lubrication
- Lubrication of all valve control linkages
- Clean or replace air compressor strainer
- Clean engine crankcase breather
- Inspection of generator and service of lubricant system, full system, and air filter according to its individual hours of operation (not to exceed 6 months)

Level II: 1000 Hours or one year (which ever comes first)

Full service performed in Level I plus:

- Replacement of coolant hoses, filter and coolant as needed
- Replacement of all drive belts as needed
- Replacement of pump transmission oil and filter
- Replacement of engine transmission fluid and filter
- Replacement of rear axle lube oil as needed -
- Inspection of front wheel bearing
- Replacement and repacking as needed
- Inspection and cleaning of relief valve strainer
- Replacement of secondary fuel filters on both engine and generator

The number of vehicles may fluctuate from time to time due to new purchases or removal of vehicles from inventory. The inspections shall be performed at the respective fire stations.

7. **WORK SCHEDULE** - Regularly scheduled semi-annual inspections and preventative maintenance shall be conducted at such intervals as are approved by the DISTRICT.
8. **PUMP TESTS** - CONTRACTOR shall perform an annual pump test at a flat rate cost of \$250.00 each for all vehicles requiring such test. In order to facilitate the passing of the pump test, minor repairs and adjustments shall be made as needed; price includes clean-up after salt water use. The CONTRACTOR shall provide documentation of performance to Monroe County. The documentation must be in the form of an electronic version report that is emailed to the Captain of Support Services. The form must either be in Microsoft Word or Excel.
9. **PARTS, FLUIDS AND LUBRICANTS** - All parts, fluids, and lubricants used for maintaining and repairing vehicles shall be supplied by CONTRACTOR and billed to the DISTRICT at cost plus 25%. For parts \$400.00 and over, a copy of original parts supplier invoices shall be attached to the bill. CONTRACTOR will be required to keep all original parts supplier invoices available at request by County for spot checking and auditing purposes.

10. **ENGINE OIL AND FILTER CHANGE** and complete drive train lubrication and any other fluids and/or filter changes, shall be performed as recommended by the manufacturer.
11. **SEMI-ANNUAL INSPECTION SCHEDULE - CONTRACTOR** shall perform the following inspection and preventative maintenance twice per year on all vehicles:
 - (a) Cooling system, including fan belts, radiator supports, hoses and clamps, and auxiliary cooler;
 - (b) Exhaust System, including hanger, clamps, muffler, and pipes;
 - (c) Clutch, including freeplay, linkage, and fluid levels;
 - (d) Manual Transmission, including seals, linkage, and lube level;
 - (e) Automatic Transmission, including fluid level, seals, modulator adjustment, and linkage;
 - (f) Drive Train, including U-joints, center support, and companion flanges;
 - (g) Rear Axle and springs, including oil links, spring hangers, center bolts, and U-bolts
 - (h) Front End, including steering box, linkage, kingpins and bushings, spring hangers, and U-bolts;
 - (i) Mechanical Brakes, including adjustment and fluid levels;
 - (j) Air Brakes, including drain, adjustment, wear, and air leaks;
 - (k) Tires, including condition and wear;
 - (l) Electrical System, including running lights, emergency lights, battery cables, turn lights, 4-way flasher, headlights, stop lights, and switches;
 - (m) Fuel System, including hoses and fittings, filters and brackets, and tank straps;
 - (n) Booster Tank, including leaks and supports;
 - (o) Prime Pump, including electrical wires, coupling, switch, and valve discharge;
 - (p) Plumbing and Gates, including leaks, brackets, bleed valves, control arms and knobs, and linkage;
 - (q) Main Pump, including vacuum test, pressure test, packing, clappers, and mounting;
 - (r) Pump Transmission, including fluid levels, seals, shift motors, and manual override;
 - (s) Aerial Ladder, including power takeoff, drive shaft and coupling, P.T.O. activating device and outrigger controls;
 - (t) Aerial Operation, including engine RPM., hydraulic pressure, operation of all controls, warning devices, hoses and fittings, rung covers, ladder locks, and ring gear;
 - (u) Aerial Platform, including lubrication, platform leveling, electrical system, turntable and platform controls, communications, and water tube.

The above inspections shall include, at no additional labor charge, the changing of all applicable filters and fluids used by the unit being inspected. Air filters shall be changed on first inspection and then yearly thereafter. Filters and fluids shall be

billed at cost plus 25%, as previously described in Section 9 of this AGREEMENT.

Upon completion of inspection a computerized report will be forwarded to the Captain of Support Services indicating the status of the items inspected. This will be done for every vehicle when Preventative maintenance is performed on the vehicle. This report must be emailed to the Captain of Support Services at lubert-peter@monroecounty-fl.gov. The form must either be in Microsoft Word or Excel.

12. **WEEKLY MAINTENANCE SCHEDULE - CONTRACTOR** shall provide to the DISTRICT a preventative maintenance schedule that can be performed weekly by the individual Volunteer Fire Departments' personnel.

13. **MAINTENANCE LOG - CONTRACTOR** shall maintain an inspection and maintenance chart on each vehicle containing at least the following information:

- | | |
|--------------------------|--------------------------------|
| (a) Date of performance, | (d) Parts used, |
| (b) Apparatus serviced, | (e) Name of service person(s), |
| (c) Service performed, | (f) Total downtime of vehicle |

A copy of this chart shall be supplied to the Fire Rescue Office within 30 days of the service.

14. **COMMUNICATION - CONTRACTOR** shall maintain a telephone or paging device such that prompt notification of request for service is possible twenty-four (24) hours a day.
15. **RESPONSE TO SERVICE REQUEST - CONTRACTOR** shall maintain itself in a state of readiness during normal working hours, 8:00 am – 5:00pm Monday thru Friday, and shall respond to the location where emergency repairs are needed within 12 hours of receiving a request. For repairs required after normal working hours, CONTRACTOR shall respond to the location where emergency repairs are needed within 24 hours of receiving a request.
16. **CERTIFICATION - CONTRACTOR** shall provide evidence satisfactory to the DISTRICT that its personnel who perform maintenance work are certified in pump mechanics, general mechanics and repair.
17. **QUALIFICATIONS OF MAINTENANCE PERSONNEL - All personnel** performing maintenance, repairs, adjustments and related work on Monroe County equipment shall be a certified fire apparatus mechanic or otherwise certified for the work to be performed. Personnel performing work who are not certified or experienced in such work shall be directly supervised (in person) by an individual with such certification.

18. **INDEMNIFICATION** - CONTRACTOR shall indemnify and hold the DISTRICT and Monroe County harmless for any negligence on its part, or faulty or improper workmanship, for all work performed under this contract, including all costs of collection, reasonable attorney fees, claim costs, and as per "Attachment B". All property or equipment being directly maintained or repaired by CONTRACTOR shall be considered in its care, custody, and control while such work is in progress and until physical control of such property or equipment is restored to the DISTRICT.
19. **LOCATION OF WORK** - This contract is for maintenance of fire rescue vehicles located at the following sites:
- | | |
|-----------------|--|
| A. Stock Island | F. Monroe County Fire Academy (Marathon) |
| B. Big Coppitt | G. Conch Key |
| C. Sugarloaf | H. Layton |
| D. Cudjoe | I. Tavernier |
| E. Big Pine | |
20. **INSURANCE** - During the term of this contract, the CONTRACTOR must keep in force and effect the insurance required by Attachments C". Attachments C" are attached and incorporated into this contract.
21. **ADDITIONAL REQUIRED STATEMENTS/VERIFICATIONS/AFFIDAVITS.** Attached hereto in "Attachment D" are Public Entity Crime Statement, Non-Collusion Affidavit, Ethics Clause, and Drug-Free Workplace Form
22. **PAYMENTS** - Payments for semi-annual inspection, preventative maintenance and pump tests shall be made by the DISTRICT within 30 days of the completion of the rendered services on each vehicle and proper invoicing by the CONTRACTOR. All unscheduled maintenance and repair resulting from equipment failure or malfunction requiring service shall be billed by the CONTRACTOR at the applicable rates as specified in Section four, five and six of this AGREEMENT. The CONTRACTOR upon notification by the DISTRICT of an equipment failure or malfunction requiring unscheduled maintenance shall, in a timely manner investigate the problem and provide to the DISTRICT an estimate of the cost for repair and vehicle downtime. The CONTRACTOR upon receiving authorization to proceed from the DISTRICT shall effectuate such repair; upon completion of same the CONTRACTOR shall notify the DISTRICT of the outcome and actual cost. The DISTRICT shall issue a separate purchase order for each occurrence of unscheduled maintenance and repair.
23. Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners.
24. Venue for any litigation arising under this contract must be in a court of competent jurisdiction in Monroe County, Florida.

IN WITNESS WHEREOF, each party hereto has caused this contract to be executed by its duly authorized representative.

BOARD OF GOVERNORS FIRE
AND AMBULANCE DISTRICT 1
of MONROE COUNTY, FL

Kevin Marshall

~~Mayor~~ Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

Suzanne A. Hutton
SUZANNE A. HUTTON

ASSISTANT COUNTY ATTORNEY

Date

11/28/05



Attest: Danny L. Kolhage, Clerk

Danny L. Kolhage
Clerk *12/21/05*

WITNESS:

Fire Tech Repair Service Inc.

[Signature] (P) _____

Authorized Representative

FILED FOR RECORD

2006 FEB -6 AM 9:21

DANNY L. KOLHAGE
CLK. CIR. CL.
MONROE COUNTY, FLA.

Attachment A

Monroe County Fire Apparatus District 1

<u>Location</u>	<u>Vehicle Description</u>
Stock Island	1990 E-One Pumper 1994 Southern Coach Tanker/Pumper
Big Coppitt	1983/89 Ford Rehab Unit 1990 E-One Pumper 1999 Southern Coach Pumper 1978 LFRNC Pumper
Sugarloaf	1993 Boardman Triple Comb Pumper 1986 Chevrolet Rescue Pumper 1981/1998 Saulsbury 3000 Gallon Tanker/ Pumper
Cudjoe	2003 Pierce Pumper
Big Pine Key Pumper	1989 Young Pumper 1981/1998 Saulsbury 3000 Gallon Tanker/ 1996 Dodge 3500 Brush Truck 1985 AMGC 6 x 6 Brush Truck
Marathon Airport	1997 E-One Ford 450 ARFF
Monroe County Fire Academy (Marathon)	1985 AMGC 6 x 6 Brush Truck 1978 LFRNC Pumper 1978 LFRNC Pumper
Conch Key	1989 Young Pumper 1981/1998 Saulsbury 3000 Gallon Tanker/Pumper
Lay ton	1992 E-One Rescue 1990 E-One Pumper
Tavernier	1992 Saulsbury Hose Reel Truck 1988 Spartan Rescue/Pumper 1988/2004 E-One Aerial Platform 2001 Pierce Pumper 1992 Ford Rehab Unit

**MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL**

**Indemnification and Hold Harmless
for
Other Contractors and Subcontractors**

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of The Contractor or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

TCS

**RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL**

**General Insurance Requirements
for
Other Contractors and Subcontractors**

As a pre-requisite of the work governed, or the goods supplied under this contract (including the pre-staging of personnel and material), the Contractor shall obtain, at his/her own expense, insurance as specified in any attached schedules, which are made part of this contract. The Contractor will ensure that the insurance obtained will extend protection to all Subcontractors engaged by the Contractor. As an alternative, the Contractor may require all Subcontractors to obtain insurance consistent with the attached schedules.

The Contractor will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. Delays in the commencement of work, resulting from the failure of the Contractor to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Contractor's failure to provide satisfactory evidence.

The Contractor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Contractor to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Contractor's failure to maintain the required insurance.

The Contractor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance
- or
- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled **"Request for Waiver of Insurance Requirements"** and approved by Monroe County Risk Management.

**MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL**

WAIVER OF INSURANCE REQUIREMENTS

There will be times when it will be necessary, or in the best interest of the County, to deviate from the standard insurance requirements specified within this manual. Recognizing this potential, and acting on the advice of the County Attorney, the Board of County Commissioners has granted authorization to Risk Management to waive and modify various insurance provisions.

Specifically excluded from this authorization is the right to waive:

- **The County as being named as an Additional Insured** - If a letter from the Insurance Company (not the Agent) is presented, stating that they are unable or unwilling to name the County as an Additional Insured, Risk Management has been granted the authority to waive this provision.

and

- **The Indemnification and Hold Harmless provisions**

Waiving of insurance provisions could expose the County to economic loss. For this reason, every attempt should be made to obtain the standard insurance requirements. If a waiver or a modification is desired, a **Request for Waiver of Insurance Requirements** form should be completed and submitted for consideration with the proposal.

After consideration by Risk Management and if approved, the form will be returned, to the County Attorney who will submit the Waiver with the other contract documents for execution by the Clerk of the Courts.

Should Risk Management deny the Waiver Request, the other party may file an appeal with the County Administrator or the Board of County Commissioners, who retains the final decision making authority.

**GENERAL LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

**\$100,000 per Person
\$300,000 per Occurrence
\$ 50,000 Property Damage**

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

GL1

**VEHICLE LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$100,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

**\$ 50,000 per Person
\$100,000 per Occurrence
\$ 25,000 Property Damage**

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

VL1

**WORKERS' COMPENSATION
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

**\$100,000 Bodily Injury by Accident
\$500,000 Bodily Injury by Disease, policy limits
\$100,000 Bodily Injury by Disease, each employee**

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

WC1

Attachment C
6 of 7

MONROE COUNTY, FLORIDA**Request For Waiver
of
Insurance Requirements**

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor: FIRE-TECH REPAIR SERVICE INC.

Contract for: FIRE APPARATUS MAINTENANCE

Address of Contractor: P.O. Box 1570

Key Largo, FL 33037

Phone: 305-394-3996 / 305-522-4458

Scope of Work: MAINTENANCE OF FIRE-RESCUE VEHICLES

Reason for Waiver: WE HAVE NO EMPLOYEES - WORK IS PERFORMED BY

COMPANY OWNERS AND SUBCONTRACTORS

Policies Waiver
will apply to: WORKMEN'S COMPENSATION

Signature of Contractor: 

Approved _____ Not Approved _____

Risk Management _____

Date _____

County Administrator appeal:

Approved: _____ Not Approved: _____

Date: _____

Board of County Commissioners appeal:

Approved: _____ Not Approved: _____

Meeting Date: _____

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

By signing below I acknowledge that I have read and understand the above-referenced statement.

STATE OF Florida

[Signature] (Sec./Treas.)
(Signature of Bidder)

COUNTY OF Monroe

11-4-05
Date

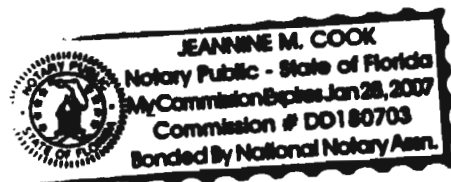
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Robert Burley who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this

4th day of November, 2005.

[Signature]
NOTARY PUBLIC

My commission expires:



NON-COLLUSION AFFIDAVIT

I, Robert C. Burley, of the city
of Tavernier according to law on my oath, and under
penalty of perjury, depose and say that;

1) I am Secy/Treas. of Fire-Tech Repair Service Inc. the bidder making the Proposal for
the project described as follows:

MAINTENANCE OF Monroe County Fire Rescue Department Vehicles Bid-FMO-313-52/POK

2) The prices in this bid have been arrived at independently without collusion, consultation,
communication or agreement for the purpose of restricting competition, as to any matter relating to such
prices with any other bidder or with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this bid have not
been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid
opening, directly or indirectly, to any other bidder or to any competitor; and

4) No attempt has been made or will be made by the bidder to induce any other person,
partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct, and made with full knowledge
that Monroe County relies upon the truth of the statements contained in this affidavit in awarding
contracts for said project.

STATE OF Florida

[Signature]
(Signature of Bidder)

COUNTY OF Monroe

11-4-05
Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Robert Burley who, after first being sworn by me, (name of individual
signing) affixed his/her signature in the space provided above on this

4th day of November, 2005.

[Signature]
NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #1



**SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA**

ETHICS CLAUSE

Robert C Burley warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

Robert C Burley (Sec./Treas.)
(signature)

Date: 11-4-05

STATE OF Florida

COUNTY OF Monroe

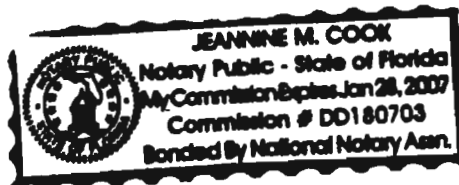
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Robert Burley who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 4th day of November, 2005.

Jeannine Cook
NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4



DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

Fire-Tech Repair Service Inc
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

[Signature]
Bidder's Signature

11-4-05
Date

OMB - MCP FORM #5